

Attorney Docket No: TORR-004/02US

PATENT

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of Ben A. HITT et al.

Serial No.: 10/628,136

Examiner: *Unassigned*

Confirmation No.: 4523

Art Unit: 1631

Filed: July 28, 2003

For: **QUALITY ASSURANCE/QUALITY CONTROL FOR ELECTROSPRAY  
IONIZATION PROCESSES**

U.S. Patent and Trademark Office  
 2011 South Clark Place  
**Customer Window, Mail Stop Missing Parts**  
 Crystal Plaza Two, Lobby, Room 1B03  
 Arlington, VA 22202

**POWER BY ASSIGNEE  
AND STATEMENT UNDER 37 C.F.R. §3.73(b)**

The Assignee of the entire right, title, and interest in the above-identified application hereby grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The Assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

- An assignment document, a copy of which is enclosed herewith;
- An assignment previously recorded in the U.S. Patent and Trademark Office at Reel \_\_, Frame \_\_.

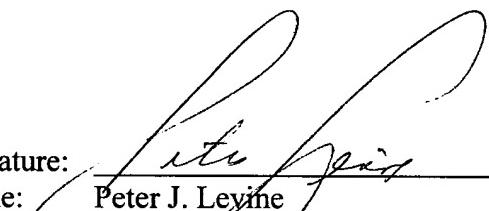
Please direct all telephone calls and correspondence to:

Cooley Godward LLP  
ATTN: Patent Group  
One Freedom Square  
Reston Town Center  
11951 Freedom Drive  
Reston, VA 20190-5656  
Tel: (703) 456-8000  
Fax: (703) 456-8100

CUSTOMER NUMBER: **22903**

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Date: 08/22/03

Signature:   
Name: Peter J. Levine  
Title: President  
Company: CORRELOGIC SYSTEMS, INC.

Attorney Docket No: CORR-004/02US

PATENT

ASSIGNMENT  
(Joint)

Ben A. Hitt, residing at 929 Clopper Road #B2, Gaithersburg, MD 20878; Peter J. Levine, residing at 9608 Sotweed Dr., Potomac, MD 20854; and Timothy A. Coleman residing at 18110 Hayloft Drive, Derwood, MD 20855 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled "**QUALITY ASSURANCE/QUALITY CONTROL FOR ELECTROSPRAY IONIZATION PROCESSES**", and which is a non-provisional application bearing Application Serial No. 10/628,136, filed on July 28, 2003.

**WHEREAS**, CORRELOGIC SYSTEMS, INC., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 6701 Democracy Boulevard, Bethesda, MD 20817 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

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The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 8/22/03

By: B. A. Hitt

**Ben A. Hitt**

State of Maryland)  
ss.  
County of Montgomery)

On August 22, 2003, before me, Wendy Leigh Serson, personally appeared Ben A. Hitt, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

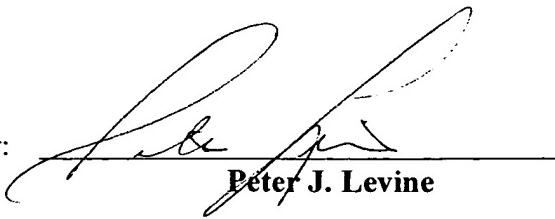


Signature of Notary Public

Place Notary Seal Above

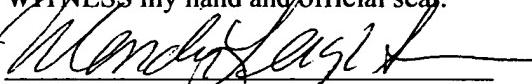
Date: 08/22/03

By:

  
Peter J. LevineState of Maryland)  
ss.  
County of Montgomery)

On August 22, 2003, before me, Wendy Leigh Serpan, personally appeared Peter J. Levine, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public

Place Notary Seal Above

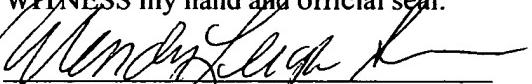
Date: 8/22/03

By:

  
Timothy A. ColemanState of Maryland)  
ss.  
County of Montgomery)

On August 22, 2003, before me, Wendy Leigh Serpan, personally appeared Timothy A. Coleman, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public

Place Notary Seal Above